

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Sbarro Franchise Co., LLC, et al.,)	Case No. 2:20-cv-00267-SDM-EPD
)	
Plaintiffs,)	Judge Sarah D. Morrison
)	
-vs-)	Magistrate Elizabeth Preston Deavers
)	
Pizza Partners Operations, LLC, et al.,)	AFFIDAVIT OF MARK INZETTA
)	
Defendants.)	Peter R. Silverman (SBN 0001589)
)	Michael A. Snyder (SBN 0069425)
)	Marcus A. Miller (SBN 0096597)
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)	
)	<i>Attorneys for Plaintiffs</i>

* * *

Under the penalty of perjury, Mark Inzetta attests:

1. This Affidavit is submitted in support of the Motion for Default Judgment filed in this action on behalf of Plaintiffs, Sbarro Franchise Co., LLC ("Sbarro Franchise"), Sbarro, LLC, and Sbarro America, Inc. ("Sbarro America") (collectively, "Sbarro Group").
2. I am the Chief Legal Officer and Corporate Secretary for Sbarro, LLC.

3. I have personal knowledge of the information in this affidavit or I based it on my review and analysis of the Sbarro Group's business records or on information produced by Sbarro employees who relied on Sbarro Group's business records.

4. As part of my duties, I review and analyze the Sbarro Group's files and business records, which are kept in the ordinary course of business pursuant to a regularly conducted business practice. The Sbarro Group's businesses records that support my attestations in this affidavit are, or were, made at or near the time by, or from information transmitted by, a person with knowledge and are kept in the course of the Sbarro Group's regularly conducted business activities. It is, and was, the regular practice of the Sbarro Group to make and keep such business records.

5. On October 31, 2018, Sbarro Franchise entered into franchise agreements with Ft. Myers Pizza Partners, LLC ("Ft. Myers PP"), Port Charlotte Pizza Partners, LLC ("Port Charlotte PP"), and Tampa Pizza Partners, LLC ("Tampa PP") (collectively, the "Franchise Agreements"). The Franchise Agreements are attached to the Sbarro Group's Complaint as Exhibit A, B, and C, respectively.

6. Pizza Partners Operations, LLC ("Pizza Partners"), Pensacola Pizza Partners, LLC ("Pensacola PP"), and Joseph Candito ("Candito") (collectively, "Guarantors"), each guaranteed the Agreements. The executed guarantee is attached to the Sbarro Group's Complaint as Exhibit D.

7. The Franchise Agreements requires the Ft. Myers PP, Port Charlotte PP, and Tampa PP (collectively, "Franchisees") to pay Continuing Royalties, as defined in the Franchise Agreements.

8. To date, the Franchisees have failed to pay Sbarro Franchise the Continuing Royalties under the Franchise Agreements. The Franchisees and Guarantors owe Sbarro Franchise a total of \$68,632.90 for unpaid Continuing Royalties under the Franchise Agreements.

9. On October 31, 2018, Sbarro America Properties, Inc. entered into a sublease agreement with Ft. Myers PP. A copy of this sublease agreement is attached to the Sbarro Group's Complaint as Exhibit E. Sbarro, LLC, as the successor to Sbarro America Properties, Inc., is the present sublessor on this sublease agreement.

10. On October 31, 2018, Sbarro America entered into a sublease agreement with Port Charlotte PP. A copy of this sublease agreement is attached to the Sbarro Group's Complaint as Exhibit F.

11. On October 31, 2018, Sbarro, LLC entered into a sublease agreement with Tampa PP. A copy of this sublease agreement is attached to the Sbarro Group's Complaint as Exhibit G. This sublease agreement along with the sublease agreements referenced in the above paragraphs will collectively be referred to as the "Subleases."

12. According to the terms of the Subleases, Ft. Myers PP, Port Charlotte PP, and Tampa PP were obligated to pay Base Rent, Additional Rent (as defined under the Subleases), taxes, assessments, liens, utility services, and other amounts under the Subleases.

13. To date, the Franchisees have failed to pay \$180,555.71 in Base Rent and Additional Rent as required under the Subleases.


14. Specifically, Port Charlotte PP has failed to pay \$62,816.34 to Sbarro America for Base Rent and Additional Rent; Ft. Myers PP has failed to pay \$51,679.35 to

Sbarro, LLC for Base Rent and Additional Rent; and Tampa PP has failed to pay \$66,060.02 to Sbarro, LLC for Base Rent and Additional Rent. These totals are exclusive of interest.



Mark Inzetta
Chief Legal Officer and Corporate Secretary
Sbarro, LLC

This affidavit was acknowledged before me on June 9, 2020, by Mark Inzetta an individual.



Notary Public

My Commission Expires: 5/13/2024

[SEAL]



MICHELE L CANTRELL
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-13-2024